



**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)****14. NAME AND ADDRESS OF OFFEROR** *(Include ZIP Code)*LAM SERVICES, LLC  
760 TRAVELERS BLVD STE B  
SUMMERVILLE SC 29485-8294**15. TELEPHONE NO.** *(Include area code)***16. REMITTANCE ADDRESS** *(Include only if different than Item 14)***See Item 14****CODE**  
4KXF1**FACILITY CODE**

**17.** The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

**AMOUNTS**

SEE SCHEDULE OF PRICES

**18.** The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)***AMENDMENT NO.****DATE****20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER** *(Type or print)***20B. SIGNATURE****20C. OFFER DATE****AWARD (To be completed by Government)****21. ITEMS ACCEPTED:****SEE SCHEDULE****22. AMOUNT**  
\$1,947,612.00**23. ACCOUNTING AND APPROPRIATION DATA**  
See Schedule**24. SUBMIT INVOICES TO ADDRESS SHOWN IN**  
*(4 copies unless otherwise specified)***ITEM****25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO**☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)**26. ADMINISTERED BY****CODE****See Item 7****27. PAYMENT WILL BE MADE BY:****CODE**

N68732

DEFENSE FINANCE AND ACCOUNTING SERVICE -  
P O BOX 998022  
CLEVELAND OH 44199**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ **28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

**30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN** *(Type or print)***30B. SIGNATURE****30C. DATE**

☐ **29. AWARD** *(Contractor is not required to sign this document)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

**31A. NAME OF CONTRACTING OFFICER** *(Type or print)*  
(b) (6) Parrris Island Contract Specia

TEL: (b) (6)

EMAIL: (b) (6) @navy.mil

**31B. U  
BY**

(b) (6)

**31C. AWARD DATE**  
19-Jul-2015

## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair bldg 400 MCRD, PI FFP The work includes removal of hazardous material throughout the building and installation of fire suppression system, demolition, new finishes, new door hardware, renovation of toilet room adn miscellaneous repairs in area described and delineated on the drawings as "M-Repair Work." FOB: Destination PURCHASE REQUEST NUMBER: ACQR3916290	1	Each	\$1,175,600.00	\$1,175,600.00

NET AMT

\$1,175,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No.: M3200015RCFSM22 CUSTOMER ACRN AA FOB: Destination MILSTRIP: M3200015RCFSM22				\$0.00

NET AMT

\$0.00

ACRN AA

\$1,175,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each	\$772,012.00	\$772,012.00

Repair bldg 400 MCRD, PI  
FFP

The work includes selective demolition and new construction to convert space to new usage in areas described and delineated on the Drawings as "R-Construction Work." The work includes selective demolition and new construction to convert space to new usage in areas described and delineated on the drawings as "R-Construction Work"

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR3916290

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NET AMT	\$772,012.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					\$0.00

FUND ACRN AB  
FFP

Funding Doc. No.: M3200015RCFRR22 CUSTOMER ACRN AA

FOB: Destination

MILSTRIP: M3200015RCFRR22

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NET AMT	\$0.00
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ACRN AB	\$772,012.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Each		\$0.00
OPTION	Secondary Courtroom FFP Complete build out of the Courtroom N113C and Prosecution N113B in the northwest area of the northern wing as indicated on the drawings. This work if selected would be included under budget category P1121OR - Construction. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3916290				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Each		\$0.00
OPTION	Secondary Courtroom FFP Ccomplete build out of the support space Judges Chamber N113F, Defense Counsel N113G, Deliberation Room N113D adn Jury Toilet N113E for the Secondary Courtroom in the northwest areas of the northern wing as indicated in the drawings. This work, if selected, would be provided under budget category P1121OR - Construction. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3916290				
NET AMT					\$0.00

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## STATEMENT OF WORK

## 1.4.1 Project Description

The work includes the selective demolition of interior partitions and building components and the remediation of hazardous materials in Building 400 in preparation for repairs and

renovations. The interior shall be reconfigured to accommodate Regional Law Center. The plan will include open office area, courtrooms, renovation of existing shower and toilet rooms, incorporation of new private toilet rooms, and judge's chambers.

The work includes but is not limited to non-structural metal framing, gypsum board, hollow metal door and frames, flush wood doors, toilet compartments and accessories, acoustical ceiling tile, ceramic tile, resilient tile, carpet, paint and incidental related work.

The work includes the installation of a new fire suppression system. Work includes minor adaptation of existing HVAC system to accommodate new plan configurations and the addition of a split system for the judge's chambers. Lighting throughout will be replaced. Additional telecom and electrical power and infrastructure for audio – visual equipment is included.

All furniture, fixtures and equipment shall be government-furnished, government installed, including but not limited to office systems furniture and partitions systems, courtroom furnishings and audio-visual equipment.

The contractor is required, as part of the work to allocate work to the “M – Repairs” and to the “R – Construction” budgets as outlined on the Drawings and Division 00 Documents.

#### Completion of CLIN 0002 Description

##### 1.1.4.1 Base Bid

To clarify extent of Item 0003, Bid Option 1 (R) – Construction, Base Bid work within the area includes the following:

- a. Demolish the existing partitions, with doors and frames within the Bid Option 1&2 area.
- b. Construct demising partition between Bid Option 1 and 2 Areas and corridor with doors, as shown on the Drawings. Finish gypsum board on corridor side to Level 4 and on unfinished side to Level 2.
- c. Demolish PCB material.
- d. Provide Fire- suppression
- e. Provide Fire alarm
- f. PROvide Minimal lighting.

##### 1.1.5.1 Base Bid

To clarify extent of Item 0004 – Bid Option 2 ( R), within the area base bid work includes the following:

- a. Demolish the existing partitions, with doors and frames within the Bid Option 1 and 2 Area.
- b. Demolish PCB material.

- c. Construct demising partition between Bid Option 1 and 2 Areas and corridor with doors, as shown on the Drawings. Finish gypsum board on corridor side to Level 4 and on unfinished side to Level 2.
- d. Provide Fire suppression.
- e. Provide fire alarm
- f. Provide Minimal lighting.
- g. Repair acoustical ceiling grid and panels, material removed from other areas may be used.

#### Completion of CLIN 0003 Description

##### 1.1.4.2 Bid Option 1

Bid Option 1 includes all work to complete the area as shown on the Drawings. Bid Option work includes but is not limited to the following:

- a. Removal of existing exterior door and infill with new masonry construction.
- b. Construct interior partitions with doors and frames.
- c. Finish of gypsum board on corridor wall to Level 4.
- d. Provide new lighting.
- e. Provide new power.
- f. Make alterations to Mechanical systems.
- g. Demolish existing ceiling system and provide new acoustical ceiling system, including new grid and panels.
- h. Repair concrete substrate where existing partitions have been removed as required to accept new floor finishes.
- i. Demolition of existing flooring and base.
- j. Provide all new finishes.
- k. Demolition of existing structural slab, where indicated; patch and repair.
- l. Provide all new finishes.

#### Completion of CLIN 0004 Description

##### 1.1.5.2 Bid Option 2

Bid Option includes all work to complete the area as shown on the drawings. Bid Option work includes but is not limited to the following:

- a. Remove existing window and infill with new masonry construction.
- b. Demolish existing structural concrete slab to accommodate new plumbing fixtures; patch and repair.
- c. Construct interior partitions with doors and frames.
- d. Finish gypsum board on corridor wall to Level 4.
- e. Provide power and telecom for courtroom equipment.
- f. Provide Alterations to mechanical systems.

- g. Provide new lighting.
- h. Demolish existing ceiling system and provide new acoustical ceiling system, including new grid and panels.
- i. Repair concrete substrate where existing partitions have been removed as required to accept new floor finishes.
- j. Demolish existing flooring and base.
- k. Provide all new finishes.
- l. Provide new plumbing fixtures and accessories.

## **ATTACHMENTS (visit and Q&A)**

This Addendum includes the following attached Documents:

### **REVISIONS TO CALCULATIONS**

**Item 1: HVAC CALCULATIONS (revised) dated 5 June 2015**

**Item 2: Electrical CALCULATIONS (revised) dated 5 June 2015**

### **REVISIONS TO SPECIFICATIONS**

**Item 1: 09 51 00 (revised)** Acoustical ceiling tile size edited.

### **REVISIONS TO DRAWINGS** (Revised Drawings attached)

**Item 1: General Revision:** Text sizes in G-series and A-series drawings increased to 1/8" minimum.

**Item 2: DRAWING G-002 (revised):** Wording changed in portions of various plate names. Corrected spelling.

**Item 3: DRAWING G-004 (revised):** Made edits to life safety analysis write up, portions of plumbing fixture count section and exit door tag in legend. Made various updates to occupancy load/use and hatches, common path of travel, and added and deleted various dead end corridor dimensions. Added a few notes regarding exiting paths from various locations.

**Item 4: DRAWING SD110 (revised):**

- 1.) Demolition Plan General Notes edited.
- 2.) Numbered general notes.
- 3.) Increased 3/32" tall font to 1/8" tall
- 4.) Added graphic scale

**Item 5: DRAWING S-001 (revised):**



- 1.) deleted cold formed metal framing notes.
- 2.) Deleted architecturally exposed structural steel notes and renumbered steel notes
- 3.) Increased 3/32" tall font to 1/8" tall

**Item 6: DRAWING S-101 (revised):**

- 1.) Sheet number filled into lintel note, under First Floor Overall Plan General Notes.
- 2.) Increased 3/32" tall font to 1/8" tall
- 3.) Numbered general notes
- 4.) Added graphic scale
- 5.) Bid option 1 extents revised.
- 6.) Keyed note tags added, edited and removed in various locations in plan, to coordinate with architectural drawings (all items already shown on architectural drawings):
  - a.) Existing wall thickness clarified where wall modifications specified (2 locations)
  - b.) Wall infill note removed (1 location)
  - c.) Wall infill note added (4 locations)
  - d.) New cmu lintel added (1 location)

**Item 7: DRAWING S-110 (revised):**

- 1.) Increased 3/32" tall font to 1/8" tall
- 2.) Numbered general notes
- 3.) Added graphic scale

**Item 8: DRAWING S-111 (revised):**

- 1.) Keyed note 3 added and tagged in plan: core-drilled hole added to coordinate with plumbing drawings (2 locations)
- 2.) Increased 3/32" tall font to 1/8" tall
- 3.) Numbered general notes
- 4.) Added graphic scale

**Item 9: DRAWING S-501 (revised):**

- 1.) Note edited in view 7. Detail 9 added.
- 2.) Increased 3/32" tall font to 1/8" tall
- 3.) Added graphic scale

**Item 10: DRAWING AD101 (revised):** Several keynotes edited and several keynotes added. Demolition plan general note changes include edits to note 2 and the addition of note 15. Hatch added to show extent of slab demolition. Several keynote tags edited, added or removed.

- Item 11: DRAWING AD120 (revised):** Several keynotes edited and keynotes added. Demolition plan general note changes include edits to note 2 and the addition of note 15. Several keynote tags edited. Exposed structure tag on Demolition RCP Legend edited.
- Item 12: DRAWING A-002 (revised):** Spelling corrected in note #2.
- Item 13: DRAWING A-100 (revised):** Several dimensions were added, removed and edited. Shower curtain was added to Men's and Women's Toilet/Shower rooms (N107 & W104) at shower space entry. General notes 3 & 4 added. General note 1 edited. STC rating edited in Plan Legend. Added existing expansion joint floor cover to floor plan and added note to refer to General Note #4.
- Item 14: DRAWING A-120 (revised):** RCP General Note 7 added. Various light fixtures, mechanical diffusers/returns, occupancy sensors, sprinkler heads and exit signs were added, removed, or relocated to coordinate with MEP drawings. Ceiling details were tagged. Ceiling heights were edited.
- Item 15: DRAWING A-401 (revised):** Dimensions and tags added or edited. Shower curtain at shower area added in each restroom. Added and tagged several 18" grab bars. Walls and toilet room accessories were moved in several single toilet room locations. ADA turning radius and clearance lines were added in several single toilet room locations. Unused toilet accessories were removed from Toilet Accessories Legend. Added notes for toilet rooms that had no ADA/ABA requirements per the Government's direction.
- Item 16: DRAWING A-402 (revised):** Dimensions and tags added or edited. Added and tagged several 18" grab bars. Walls and toilet room accessories were moved in several single toilet room locations. ADA turning radius and clearance lines were added in several single toilet room locations. Added notes for toilet room that had no ADA/ABA requirements per the Government's direction. Several view names edited. Added graphic scale.
- Item 17: DRAWING A-403 (revised):** Hatch added to show extent of slab demolition. Door N113F-N and associated wall moved south of original location. Door N113F-N changed from Bid Option 2 to Bid Option 1 construction. Various light fixtures, mechanical diffusers/returns, occupancy sensors, sprinkler heads and exit signs were added, removed, or relocated to coordinate with MEP drawings. Ceiling details were tagged. Ceiling heights were edited. Edits to courtroom furniture. Flooring note on floor finish plan added. Several keynotes added and several keynotes edited. Walls and toilet room accessories were moved in several single toilet room locations. ADA turning radius and clearance lines were added in several single toilet room locations. Added and tagged several 18" grab bar.

- Item 18: DRAWING A-601 (revised):** Bid option change for N113F-N. Various hardware set changes, including cipher locks added to several doors and removed from several doors (Door Comment 1). Door Comment Note 3 added to door C100D-D. Several STC rating requirements edited or removed. Added Graphic Scale. Added dimension to vision panel on Door Type K.
- Item 19: DRAWING A-602 (revised):** General Note 1 added. Added Graphic Scale.
- Item 20: DRAWING A-603 (revised):** Dimensions added. Cabinet and sink sizes adjusted to 36" max width and drawers added as requested with new infill panels added. Note to detail 3 added requiring recessed metal standards. Added Graphic Scales.
- Item 21: DRAWING A-604 (revised):** Details 10 and 11 added. Two details re-numbered. Added Graphic Scales.
- Item 22: DRAWING A-701 (revised):** RTF-1 hatch extents edited in Lobby (100) and Corridor (C100D) area. Floor finish edited in various locations. Floor finish material legend edited. Corner guards added. Courtroom furniture removed for drawing clarity.
- Item 23: Drawing A-702 (revised):** Added Wheelchair accessible seating to Gallery and Juror Seating areas and notes.
- Item 24: Drawing a-703(revised):** Added Wheelchair accessible seating to Gallery and Juror Seating Areas
- Item 25: DRAWING A-705 (revised):** Various changes to floor finishes, base finishes, wall finishes, ceiling finishes and comments.
- Item 26: DRAWING A-706 (revised):** Various changes made to the Room Signage Schedule. Added restroom sign type (S7). Added Graphic Scales.
- Item 27: DRAWING A-707 (revised):** Adjusted a couple restroom signage types/tags.
- Item 28: DRAWING M000 (revised):** Added abbreviations for MOD, S.A., and E.A.
- Item 29: DRAWING M104 (revised):** Showed location of the BMS panel, revised Bid Option callouts, added two transfer ducts, revised connection of branch ducts in multi-purpose room instead of top to the side of the main duct, changed the representation of AHU-1 & AHU-2 in floor plan from solid lines to dashed lines, removed six 12"x12" transfer ducts from small toilets and janitor closets, removed one transfer duct and one return air grille from Tax Center and corridor C100A, added two 12"x12" transfer ducts in server room and secure storage rooms, added one return air grille in multi-purpose room, revised return air duct for AHU-1 and AHU-2 from existing below ceiling arrangement to above the ceiling configuration, enlarged size of two transfer ducts in trial by member courtroom,

changed mitered elbows to round elbows in new work where space restrictions allowed, added one supply duct and diffuser in corridor C100B, Added two transfer ducts between corridors C100C, C100B and Lobby, and added supply air duct and make-up grille to two large toilet/ shower rooms. Other general clean-up works included are assigning air flow to return air grilles per reviewer's comment and move the existing return air grilles closer but not directly below the transfer ducts, adding clarifying unit association to temperature sensors and humidity sensors and showing spline connection between the unit and sensors, adding clarifying notes such as "on roof above", "S.A.", "R.A.", and "E.A."

**Item 30: DRAWING M104D (revised):** Added note to demolish return air ducts to AHU-1 and AHU-2.

**Item 31: DRAWING M204 (revised):** Changed the representation of AHU-1, AHU-2, AHU-3 & AHU-4 in floor plan from solid lines to dashed lines, and changed the condensate drain pipe from split system directed to floor sink in janitor closet instead of outside of the building.

**Item 32: DRAWING M401 (revised):** Revised Bid Option floor plans due to a revised door location, and relocated ceiling return device, removed transfer ducts from small toilets, assigning air flow to return air grilles per reviewer's comment, and changed the condensate drain pipe from split system directed to floor sink in janitor closet instead of outside of the building.

**Item 33: DRAWING E001 (revised):** Revised wire sizes for mechanical equipment, revised circuiting on Panel C, and provided MDP load summary.

**Item 34: DRAWING E102 (revised):** Revise Bid Option callouts, clarified keyed note 4 for entry lights, coordinated lights in corridor C100B with Architectural, and clarified switching in lobby and corridor.

**Item 35: DRAWING E202 (revised):** Revise Bid Option callouts, changed circuiting for ACCU-3.

**Item 36: DRAWING E401 (revised):** Revise Bid Option floor plans due to a revised door location.

**Item 37: DRAWING P401 (revised):** Separating overlapping text in part plan 2, relocating pipes due to relocated partitions.

**Item 38: DRAWING P601 (revised):** Deleted note 2 referencing Bid Option 7, in Plumbing Fixture Schedule (M).

**Item 39: DRAWING FA000 (revised):** Modified fire alarm riser and fire alarm legend.

**Item 40: DRAWING FA101 (revised):** Revise Bid Option callouts, added speaker strobe in C100A, added strobe light in corridor C1004 and Lobby 100, added speaker

strobe in corridor C100B, and relocated area smoke detector in mechanical room N112.

**Item 41: DRAWING FA401 (revised):** Revised Bid Option floor plans due to a revised door location.

**Item 42: DRAWING FP101 (revised):** Added sprinkler in room C100F, revised sprinkler head to upright type in room N112, modified sprinkler head locations in room N106, modified sprinkler head locations in room N107, added sprinkler head in corridor C100B, added sprinkler head in corridor C100C, and modified legend to show check valve.

**Item 43: DRAWING FP401 (revised):** Modified sprinkler head location in rooms N113C, N113B, and N113F.

**Item 44: DRAWING T102 (revised):** Revise Bid Option callouts.

**Item 45: DRAWING T401 (revised):** Revised Bid Option floor plans due to a revised door location.

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	13-JUN-2016	1	NAVFAC MID ATLANTIC ANN SOMMERVILLE BUILDING 852 ATSUGI STREET MCRD PARRIS ISLAND SC 29905 843-228-2036 FOB: Destination	N44227
000101	N/A	N/A	N/A	N/A
0002	13-JUN-2016	1	NAVFAC MID ATLANTIC ANN SOMMERVILLE BUILDING 852 ATSUGI STREET MCRD PARRIS ISLAND SC 29905 843-228-2036 FOB: Destination	N44227
000201	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.216-7 Alt I	Allowable Cost and Payment (Jun 2013) - Alternate I	FEB 1997
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.222-3	Convict Labor	JUN 2003
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-34	Project Labor Agreement	MAY 2010
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014

52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996



52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

##### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than . \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,000.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

\_\_\_\_\_.  
(End of clause)

#### 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the \_\_\_\_\_ the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the \_\_\_\_\_ shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the \_\_\_\_\_.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the \_\_\_\_\_ Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

#### 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No . \_\_\_\_\_ [insert number of contract] with the \_\_\_\_\_ [insert name of contracting agency] to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The \_\_\_\_\_ [insert name of subcontractor], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No . \_\_\_\_\_ [insert number of contract] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the \_\_\_\_\_ [insert name of contracting agency] with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the \_\_\_\_\_ [insert name of contracting agency].

(4) That it will notify the \_\_\_\_\_ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the \_\_\_\_\_ [insert name of contracting agency].

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the \_\_\_\_\_ (insert name of contracting activity) \_\_\_\_\_ the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the [insert name of contracting agency].

#### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the



suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

### 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which

the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$700,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

#### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS  
SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Insert one or more Internet addresses]*

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR       ) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).)

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)	<u>Physical and Environmental Protection</u>	SC-7
AC-6	AU-7			SC-8(1)
AC-7	AU-8			SC-13
AC-11(1)	AU-9			SC-15
AC-17(2)	<u>Configuration Management</u>	<u>Incident Response</u>	PE-2	SC-28
AC-18(1)		IR-2	PE-3	
AC-19		IR-4	PE-5	
AC-20(1)		IR-5	<u>Program Management</u>	
AC-20(2)		IR-6		
AC-22				<u>System &amp; Information Integrity</u>
		<u>Maintenance</u>		SI-2
		MA-4(6)		SI-3
		MA-5		SI-4
		MA-6		
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>		<u>Risk Assessment</u>	
AT-2	CP-9		RA-5	

Legend:

AC: Access Control  
 AT: Awareness and Training MP:  
 AU: Auditing and Accountability  
 CM: Configuration Management  
 CP: Contingency Planning  
 IA: Identification and Authentication  
 IR: Incident Response  
 MA: Maintenance  
 MP: Media Protection  
 PE: Physical & Environmental Protection  
 PM: Program Management  
 RA: Risk Assessment  
 SC: System & Communications Protection  
 SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.



(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.229-7999 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION 2013-O0016) (JULY 2013)

- (a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.
- (b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.
- (c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.
- (d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor or subcontractor.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
  - (1) Check all drawings furnished immediately upon receipt;
  - (2) Compare all drawings and verify the figures before laying out the work;
  - (3) Promptly notify the Contracting Officer of any discrepancies;
  - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
  - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
  - (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings: as outlined in the sow and cd.

Title	File	Drawing No.
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(End of clause)

#### 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

Within        days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run        days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

**5252.232-9301 Invoicing Procedures Electronic.** As prescribed in 32.7004 insert a clause substantially the same as the following:

#### **INVOICING PROCEDURES ELECTRONIC (NOV 2009)**

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick

Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or emailing [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil). Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	N40085-15-C-9346
Delivery Order Number	NA
Cage Code/Ext	4KXF1
Pay DoDAAC	N68732
Document Type	.  'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.
On the WAWF "Header Tab" the following is required:	
Issue Date	7/18/2015
Issue By DoDAAC	N40085
Admin By DoDAAC	N44227
Inspect By DoDAAC/Ext	N44227
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	N44227
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	N44227
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify "Not Applicable"
Accountable Official Email Address	Fill In, if applicable or specify "Not Applicable"
Operations Assistant (OA) Email Address	Fill In, if applicable or specify "Not Applicable"
Activity Fund Administrator email Address	Fill In, if applicable or specify "Not Applicable"

The NAVFAC WAWF point of contact for this contract is (b) (6) and can be reached at (b) (6).

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "\_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 877-251-WAWF (9293), ccl-ec-navy-wawf-helpdesk@dfas mil or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

#### 5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average 45.

(b) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area.. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

#### 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c ) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### 5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

#### 5252.236-9310 RECORD DRAWINGS (Oct 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the market prints are delivered to the Contracting Officer.

#### 5252.236-9310 Record Drawings ALT II (OCT 2004)

As prescribed in 36.5100(g)(1), when a Design-Built contract is used replace with the following:

“Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.”

**5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM  
REQUIRED SERVICES ALT I (APR 1999)**

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 8 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 8 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \$1000.00 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \$1000.00 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \$1000.00 percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of 45 minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below:

- (2) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \$1000.00 percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\$1000.00\_ percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\$1000.00\_ percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, "STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES." (End of clause)

- (1) **Change of Occupancy Maintenance (COM).** In the event the contractor fails to complete change of occupancy maintenance within the number of days allowed, the Government may assess the COM liquated damages shown below in addition to the liquated damages set forth above. COM liquidated damages are based on the prevailing average daily Basic Allowance for Quarters (BAQ) with dependents, plus the average Variable Housing Allowance (VHA). Current applicable rates are shown below; however, actual charges shall be based on the prevailing rates in effect at the time.

#### **COM Liquidated Damages**

Type of Unit	LDs Per Calendar Year
F&GOQ (Flag and General Officer's Quarters)	*
SOQ (Senior Officer's Quarters)	*
FGQ (Field Grade Officer's Quarters)	*
CGO (Company Grade Officer's Quarters)	*
SE (Senior Enlisted Quarters)	*
JE (Junior Enlisted Quarters)	*

\* Inserts appropriate daily rates for each type of quarters listed.



## Section 00800 - Special Contract Requirements

WAGE RATE

General Decision Number: SC140015 05/09/2014 SC15

Superseded General Decision Number: SC20130015

State: South Carolina

Construction Type: Building

County: Beaufort County in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number      Publication Date

0              01/03/2014

1              03/07/2014

2              05/09/2014

\* ELEV0032-002 01/01/2014      Rates      Fringes

ELEVATOR MECHANIC.....\$ 36.96      26.785+a+b

## PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service. ---

SUSC2011-004 08/31/2011	Rates	Fringes
CARPENTER, Includes Form Work.....	\$ 15.96	0.00
ELECTRICIAN.....	\$ 18.33	0.00
LABORER: Common or General.....	\$ 10.61	1.27
LABORER: Pipelayer.....	\$ 12.50	1.23
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 19.14	2.62
PAINTER: Brush, Roller and Spray.....	\$ 13.50	0.00
PIPEFITTER.....	\$ 19.75	2.80
PLUMBER.....	\$ 17.20	2.65
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.15	1.15

TRUCK DRIVER.....\$ 13.50    1.27

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination.

The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

## ACCOUNTING AND APPROPRIATION DATA

AA: 1751106 BSM1 254 00263 067443 2D M32000  
 COST CODE: 5RCFSM22FSAE  
 AMOUNT: \$1,175,600.00  
 CIN 00000000000000000000000000000000: \$1,175,600.00

AB: 1751106 BSM1 254 00263 067443 2D M32000  
 COST CODE: 5RCFRR22FRAC  
 AMOUNT: \$772,012.00  
 CIN 00000000000000000000000000000000: \$772,012.00

## CLAUSES INCORPORATED BY FULL TEXT

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) ALTERNATE I N/A

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and \_\_\_\_\_ copies, to the contract auditor\* at the following address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

unless delivery orders are applicable, in which case invoices will be segregated

by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to \_\_\_\_\_.

Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than \_\_\_\_\_ calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is required with each invoice submittal.

is required only with the final invoice.  
is not required.

(f) A Certificate of Performance

\*\* shall be provided with each invoice submittal.

\*\* is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

\* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

\*\* Check appropriate requirements.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   4</b>	
2 AMENDMENT/MODIFICATION NO <b>P00001</b>		3 EFFECTIVE DATE <b>16-Mar-2016</b>		4 REQUISITION/PURCHASE REQ NO <b>ACQR3916290</b>		5 PROJECT NO (If applicable)	
6 ISSUED BY NAVFAC MID ATLANTIC FEAD MCRD PARRIS ISLAND BLDG 852 ATSUGI STREET BEAUFORT SC 29905		CODE <b>N40085</b>		7 ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LAM SERVICES, LLC 760 TRAVELERS BLVD STE B SUMMERVILLE SC 29485-8294				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N40085-15-C-9346</b>			
				X 10B. DATED (SEE ITEM 13) <b>19-Jul-2015</b>			
CODE <b>4KXF1</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>jacada40161640</b> Prepared by: <b>(b) (6)</b> Admin mod to change WAWF table to N69365 from N44227. All other terms and conditions remains unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b) (6)</b> / BEAUFORT CONTRACT SPECIALIST TEL: <b>(b) (6)</b> EMAIL: <b>(b) (6)</b> @navy.mil			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>16-Mar-2016</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION 00010 - SOLICITATION CONTRACT FORM

The 'Payment will be made by' organization has changed from  
DEFENSE FINANCE AND ACCOUNTING SERVICE -  
P O BOX 998022  
CLEVELAND OH 44199  
to  
DEFENSE FINANCE AND ACCOUNTING SERVICE -  
DFAS COLUMBUS  
PO BOX 369022  
COLUMBUS OH 43236-9022

## SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

NAVCON

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N69365

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	N40085
Admin DoDAAC	N69365
Inspect By DoDAAC	N69365
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N69365
Accept at Other DoDAAC	N/A
LPO DoDAAC	N69365
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.



(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact is Ligaya Lowe who can be reached at (843) 228-8551.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_\_\_\_

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   5</div>	
2 AMENDMENT/MODIFICATION NO P00002		3 EFFECTIVE DATE 08-Jun-2016		4 REQUISITION/PURCHASE REQ NO ACQR3916290		5 PROJECT NO (If applicable)	
6 ISSUED BY NAVFAC MID ATLANTIC FEAD MCRD PARRIS ISLAND BLDG 852 ATSUGI STREET BEAUFORT SC 29905		CODE N40085		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-size: 1.2em;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LAM SERVICES, LLC 760 TRAVELERS BLVD STE B SUMMERVILLE SC 29485-8294				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40085-15-C-9346			
				X 10B. DATED (SEE ITEM 13) 19-Jul-2015			
CODE 4KXF1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 52.243-1 Changes-Fixed-Price Alternate II as mutually agreed.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jacada40163482 Prepared by: (b) (6) PC 00001 and PC 00002, modified contract line item 0001.  PC 00001 was accepted on 8 June 2016, in the amount of \$13,195.00 and no calendar days. See the PC 00001 Scope of Work for details. PC 00002 was accepted on 8 June 2016, in the amount of \$113,000.00 and 32 calendar days. See the PC 00002 Scope of Work for details. Notice to proceed was issued by email on 8 June 2016 for both PC 00001 and PC 00002.  Acceptance of this modification by the Contractor constitutes full accord and satisfaction, and represents payment in full for both time and money for any and all costs, impacts, effects, and for delays and disruptions arising out of, or incidental to, the work as herein revised.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / SUPERVISORY CONTRACT SPECIALIST			
				TEL: (b) (6) EMAIL: (b) (6) @navymil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
(Signature of person authorized to sign)		(b) (6)		02-Aug-2016			

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by \$126,195.00 from \$1,947,612.00 to \$2,073,807.00.

## CLIN 0001

The CLIN extended description has changed from The work includes removal of hazardous material throughout the building and installation of fire suppression system, demolition, new finishes, new door hardware, renovation of toilet room and miscellaneous repairs in area described and delineated on the drawings as "M-Repair Work." to The work includes removal of hazardous material throughout the building and installation of fire suppression system, demolition, new finishes, new door hardware, renovation of toilet room and miscellaneous repairs in area described and delineated on the drawings as "M-Repair Work."

The unit price amount has increased by \$126,195.00 from \$1,175,600.00 to \$1,301,795.00.

The total cost of this line item has increased by \$126,195.00 from \$1,175,600.00 to \$1,301,795.00.

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
13-JUN-2016	1	NAVFAC MID ATLANTIC (b) (6) BUILDING 852 ATSUGI STREET MCRD PARRIS ISLAND SC 29905 (b) (6) FOB: Destination	N44227

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
15-JUL-2016	1	NAVFAC MID ATLANTIC (b) (6) BUILDING 852 ATSUGI STREET MCRD PARRIS ISLAND SC 29905 (b) (6) FOB: Destination	N69365

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

13-JUN-2016	1	NAVFAC MID ATLANTIC (b) (6) BUILDING 852 ATSUGI STREET MCRD PARRIS ISLAND SC 29905 (b) (6) FOB: Destination	N44227
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
15-JUL-2016	1	NAVFAC MID ATLANTIC (b) (6) BUILDING 852 ATSUGI STREET MCRD PARRIS ISLAND SC 29905 (b) (6) FOB: Destination	N69365

The following have been added by full text:

PC 00001 STATEMENT OF WORK

## Statement of Work (SOW)

### PC #000001

**N40085-15-C-9346**  
**P382 – Repair Modify Building 400**  
**05FEB2016**

Contractor is to provide all labor, material, and equipment to perform the following changes to the subject contract. The required work is not limited to just the following items, but it shall also include all ancillary items which will provide a complete and usable product including, but not limited to SD-01 Preconstruction submittal, SD-02 Shop Drawings, SD-03 Product Data, SD-04 Samples, SD-05 Design Data, SD-06 Test Reports, SD-07 Certificates, SD-08 Manufacturer's Instructions, SD-09 Manufacturer's Field Reports, SD-10 Operation and Maintenance Data, and SD-11 Closeout Submittals.

**ITEM 1: ASBESTOS WORK**

The following work is deleted from the Contract:

1. KTR is not required to remove Asbestos Containing Material (ACM) from Male Toilet/Shower. This material was removed by others.
2. KTR is to provide a credit back to the Government for work not performed.

**ITEM 2: COURTROOM CEILING WORK (RESPONSE TO RFI 011)**

In response to RFI 011, KTR is to proceed as follows:

1. KTR shall not to provide a gypsum soffit at the courtroom area, as currently shown on Detail 3 of Sheet A604 of the contract drawings.
2. KTR is to provide a continuous ceiling height of 10FT–5IN for both courtrooms.

**ITEM 3: COMMUNICATION CONDUIT (RESPONSE TO RFI 012)**

In response to RFI 012, KTR is to proceed as follows:

1. KTR is to relocate Communication Conduits and Box at female head and maintain ceiling elevation as indicated in the drawings (see ATTACHMENT 1)
2. KTR is to ensure that all work complies with the requirements stated in the Contract Documents.

**ITEM 4: HVAC WORK (RESPONSE TO RFI 013A)**

In response to RFI 013A, KTR is to proceed as follows:

1. Sheet M104D of the Contract Drawings is modified to comply with guidance provided on Government Response to RFI 013A (see ATTACHMENT 2)
2. Sheet M104 (Key Note 11) of the Contract Drawings is updated to include guidance provided on Government Response to RFI 013A (see ATTACHMENT 2)

End of PC 00001 Statement of Work

PC 00002 STATEMENT OF WORK**Statement of Work (SOW)****PC #000002****N40085-15-C-9346****P382 – Repair Modify Building 400****21MAR2016**

Contractor is to provide all labor, material, and equipment to perform the following changes to the subject contract. The required work is not limited to just the following items, but it shall also include all ancillary items which will provide a complete and usable product including, but not limited to SD-01 Preconstruction submittal, SD-02 Shop Drawings, SD-03 Product Data, SD-04 Samples, SD-05 Design Data, SD-06 Test Reports, SD-07 Certificates, SD-08 Manufacturer's Instructions, SD-09 Manufacturer's Field Reports, SD-10 Operation and Maintenance Data, and SD-11 Closeout Submittals.

**ITEM 1: COURTROOM CEILING WORK (RESPONSE TO RFI 018)**

In response to RFI 018, KTR is to proceed as follows:

1. Demo/Remove all chill water piping and insulation from air handlers back to manifolds (return and supply) in main mechanical room. (Approximately 420 LF). Note: Re-use pipe hangers for new piping.

2. Demo/Remove all chill water gate valves, thermometers, 4.5" PSI gauges and auto air vents inside air handler mechanical rooms. Note: Demo two air vents in chill water lines in hallway one on supply line and one on the return line. Do not replace air vents in hallway.
3. Install dielectric unions on steel manifolds in main mechanical room (supply and return).
4. Install new copper (Propress type) chill water piping and fittings from air handlers back to manifolds (return and supply) in main mechanical room. (Approximately 420 LF). Note: Match the existing sizes piping. (1-1/2", 2" and 2-1/2")
5. Install new gate valves, unions, thermometers, and 4.5" PSI gauges on new chill water supply and return in two mechanical rooms.
6. Install new 2" thick Cellular/foamglas insulation with PVC jacket on all new chill water piping and fittings complete.
7. Drain the existing glycol and store glycol in containers, after repair refill the system with the stored glycol coolant.
8. Start-up pump and bleed out all air in system.
9. Perform start up and check out after the installation is complete.

End of PC 00002 Statement of Work

#### SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

##### Accounting and Appropriation

##### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$126,195.00 from \$1,947,612.00 to \$2,073,807.00.

SUBCLIN 000101:

AA: 1751106 BSM1 254 00263 067443 2D M32000 5RCFSM22FSAE (CIN 00000000000000000000000000000000) was increased by \$126,195.00 from \$1,175,600.00 to \$1,301,795.00

(End of Summary of Changes)